

## CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and KOFIE PRESERVATION, INC., an independent contractor (hereinafter referred to as "Contractor").

### W I T N E S S E T H

**WHEREAS**, the County of San Luis Obispo has need for special services for the provision of restoration and preservation of historical, official records; and

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the special services attached hereto in Appendix A.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of \$100,000, within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

3. **Billing.** Upon completion of services, Contractor shall submit to the County a detailed statement of services performed during that preceding period.

4. **Term of Contract.** This Contract shall have an initial term commencing upon the date first approved by the Board of Supervisors through December 31, 2015. Subject to the provisions of paragraphs 5 and 6, the Contract will automatically renew for four additional one year periods, unless the County elects to not renew the Contract, in which case the County shall give notice to Contractor in writing thirty (30) days in advance of June 30<sup>th</sup> of the applicable Contract term of its intention to not renew the Contract for an additional one year period. Termination of the Contract may be effectuated by the Clerk-Recorder without the need for action, approval or ratification of the Board of Supervisors.

5. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions

of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Nonappropriation of Funds.** In the event that the term of this Contract extends into fiscal years subsequent to the year in which it was approved, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

8. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

9. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

10. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

11. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, or at such other location agreed to between County and Contractor, and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

12. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

13. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

14. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

15. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

16. **Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**a. Minimum Scope and Limit Of Insurance**

Coverage shall be at least as broad as the following:

**1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**2) Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**3) Workers' Compensation (WC):** WC insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**4) Valuable Papers** coverage written on an all risk basis applying to the cost to replace or restore the lost information of the County's valuable papers and records that are entrusted to Contractor pursuant to this Contract. Such coverage shall apply while County's papers and records are in Contractor's care, custody and control, including while in transit, and be maintained in an amount not less than \$1,000,000 per occurrence. If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**b. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**1) Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed

by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**2) Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**3) Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

**4) Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**5) Waiver of Subrogation.** At County's request, Contractor shall request insurer to provide a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**6) Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**7) Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**8) Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**9) Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**10) Verification of Coverage.** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

County Clerk-Recorder  
Attention: Melanie Foster  
1055 Monterey Street, D-120  
San Luis Obispo, CA 93408

**11) Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**12) Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County:

Tommy Gong  
Clerk-Recorder's Office  
County of San Luis Obispo  
1050 Monterey Street, D-120  
San Luis Obispo, CA 93408

and to the Contractor:

Joe Arbios  
Kofile Preservation, Inc.  
1558 Forrest Way  
Carson City, NV 89706

**19. Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**20. Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**21. Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

22. State Audit. Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO:

CONTRACTOR: KOFIE PRESERVATION, INC.:

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

By: John D. Woff

APPROVED AS TO FORM AND LEGAL EFFECT:

Title: CFO

RITA L. NEAL  
County Counsel

Date: 3/31/15

By: Ann Duggan  
Deputy County Counsel

Date: 3/23/15

ATTEST:

TOMMY GONG  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk



# APPENDIX A

## San Luis Obispo County Scope Of Work

### Records Preservation Project

**1. Maintain an INFORMATION LOG for each volume noting the following:**

- Condition of document upon receipt
- # pages and proper pagination, blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the volume

This is the standard log used for all books and documents treated at Kofile Preservation, Inc. On it are recorded original condition, pagination, pressure sensitive repairs and other previous repairs, presence of staples, paper clips, etc, acidic glues, identity of certificates, original lettering on spine, loose pages or attachments and any other special characteristics and pertinent information. This log follows the book through the treatment process and is used in the final quality check. It is held as a permanent record of treatment.

**2. DISMANTLE BINDINGS completely, following accepted archival restoration guidelines.**

Extreme care must be taken not to cut the spine and folds of the section off the backs of the documents; therefore, cutting or chopping is not acceptable. The text block must be well cleaned and carefully disassembled.

- Remove all original binding materials and adhesive residues.
- Remove staples, paper clips, brads, etc.
- Remove pressure sensitive tape and old glue.
- Remove any sheets that are blank on both sides.

For books to be Archival Grade Polyester encapsulated, manually separate folios into single sheets.

**3. SURFACE DRY CLEAN all paper as necessary and prudent by accepted archival methods.**

## **“APPENDIX A” OF KOFILE CONTRACT**

### **4. REPAIR/RESTORE**

#### **Mend/Reinforce**

- Mend and guard paper tears. Mending tissue to be lightweight, closely matched in color and flexibility, eliminating formation of a breaking point in the sheet (Gampi or proven equal for tear repairs, Koso, Sekishu or proven equal for guarding). Adhesive for all tear repairs and guarding of folios to be ethyl cellulose paste or proven equal.
- Sufficient press time to be allowed after mending to insure paper will not cockle and that text block lies flat with no external pressure.
- Reinforce weak or tattered sheets to maintain mechanical integrity of document.
- Repair or replace index tabs as necessary.

#### **Trim/Flatten**

- Any sheets needing trimming must be neatly hand-trimmed to consistent size for uniformity and appearance.
- Flatten sheets as necessary.

### **DEACIDIFICATION**

Deacidification and buffering are performed with a custom-built spray exhaust booth using Bookkeeper® (magnesium oxide spray). Bookkeeper® spray is far more benign in its effects on the environment and worker safety than other deacidification products that have been available. The minimal acceptable application of this material is to one side of the sheet of paper. In all cases, it is the practice of Kofile Preservation to spray both sides of the sheet to insure complete buffering of the paper. The final pH of paper treated with magnesium oxide is in the range of 8 with an alkaline reserve of 2-4%. Images will be tested prior to treatment to determine compatibility of image media with the process.

### **5. REBIND**

#### **Encapsulated Records:**

- Encapsulate sheets where necessary utilizing Archival Grade polyester envelopes 3 mil (or other appropriate mil thickness).
- Envelopes to be of uniform size with welded seals.

## **"APPENDIX A" OF KOFILE CONTRACT**

- Envelopes to be placed in Public Record binders: hard back covered type with piano hinge.
  - Loose leaf volumes to be in binders as follows:
  - Cover material of customer's choice
  - Metals of .035 gauge polished nickel plated cold-rolled steel
  - Upright post diameter as necessary - 5/16 or as original
  - Binders to be lettered on spine with gold foil and according to stamping information supplied by vendor and approved by Clerk-Recorder.
6. **TITLE STAMPING to be reviewed and approved in advance by Clerk's Office.** It will generally follow the same format/style of originals. If any titling, dates or other information from an original volume is found or noted to be in error, the Clerk will be notified to determine if correction would be appropriate. Any changes would be approved by the Clerk.
7. **TREATMENT REPORT, referenced to information log, to be provided for each completed volume.**
8. **MICROFILM—(if ordered)**

### **SPECIFICATIONS FOR MICROFILMING**

- **Camera**  
Microfilm camera used in the execution of this contract must be a 35-mm planetary type equipped with adjustable light/density settings.
- **Film Type**  
Contractor will provide silver gelatin, 35-mm, 100-foot long, 5-mil thick polyester-base type-master negative film, suitable for archival purposes, for the entire contract. Kodak or AGFA brand films are preferred. Kodak stock would be #HQ 1461/840-3594. AGFA brand stock would be Catalog No. 3T8N.
- **Reduction**  
Reduction ratios shall usually be in the range of 15-17:1, but shall always be such as to approximately fill the image area across the width of the film as seen on the camera's projected image area. All edges of the document shall be visible in the image. Reduction ratio changes within a volume should be

## **“APPENDIX A” OF KOFILE CONTRACT**

avoided unless made necessary because of large-scale attachments. All reduction ratio changes should be clearly identified with targets.

- **Filming Position**

Images should appear on the film in Library of Congress specifications position 1-B, that is, single-page “comic” position, with one page per frame and the lines of text parallel to the long edge of the film.

Documents are to be photographed in a straight, neat manner, with a maximum of ten per cent skew allowed. Each page shall be centered within

the frame with a background or image border area of equal or greater density than the document image.

## **9. DIGITAL SCANS—(if ordered)**

Kofile Preservation makes use of gray-scale scanning techniques for documents to ensure optimum resolution for each page. We verify the effectiveness and minimum legibility of our scanning process through rigorous and systematic use of ANSI Standard # TL 4969, levels 1-8. Images are captured at a minimum of 300 dpi at 256 gray levels ensuring the highest image quality for documents with poor contrast and difficult to read information. As a standard process, all images digitized by Kofile Preservation for inclusion in imaging systems are accumulated as Group IV bi-tonal images in a standard TIFF format. Our software will optimally scale and size the image based on output to paper, digital microfilm, or imaging system. For paper output, the document images are printed at 600 dpi for excellent quality. For output to imaging systems, the images are optimized and scaled according to the specifications of the target system. Kofile Preservation will store an electronic security back up of all the document images processed in case of documents that may be lost, damaged, or destroyed by fire or natural disaster.